

MICHAEL N. FEUER, City Attorney (SBN 111529)  
BEVERLY A. COOK, Assistant City Attorney (SBN 68312)  
DANIEL M. WHITLEY, Deputy City Attorney (SBN 175146)  
200 North Main Street, Room 920, City Hall East  
Los Angeles, California 90012  
Telephone: (213) 978-7786  
Fax: (213) 978-7711  
E-mail: [Daniel.Whitley@lacity.org](mailto:Daniel.Whitley@lacity.org)

Attorneys for Defendant *CITY OF LOS ANGELES*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

HILL RHF HOUSING PARTNERS, L.P.;  
OLIVE RHF HOUSING PARTNER, L.P.,

Petitioners/Plaintiffs,

vs.

CITY OF LOS ANGELES *et al*,

Respondents/Defendants.

CASE NO.: BS170127

**RESPONDENT CITY OF LOS  
ANGELES'S SEPARATE STATEMENT  
IN OPPOSITION TO MOTION TO  
COMPEL FURTHER RESPONSES TO  
RHF'S FORM INTERROGATORIES**

Dept.: 86  
Date: June 13, 2018  
Time: 9:30 a.m.

1                    **SEPARATE STATEMENT OF FORM INTERROGATORIES IN DISPUTE**

2                    Defendant City of Los Angeles ("City") hereby submits its Separate Statement of Form  
3 Interrogatories in Dispute pursuant to California Rule of Court 3.1345. The City respectfully requests  
4 permission to deviate from the standard format given the nature of this case and Petitioners'  
5 Interrogatories because it believes this presentation is more helpful to the Court.

6                    The City notes that Form Interrogatory 15.1 sought information relating to unadmitted  
7 allegations from the Verified Petition. With respect to Form Interrogatory 15.1, the City's main  
8 concern was unreasonable repetition. The City here provides the allegation at issue and the times  
9 Petitioners duplicated this allegation in their Requests for Admission ("RFAs"). The City's position  
10 is made clear from that information and what is already provided in its Opposition, so further  
11 explanation here would be wasteful and possibly confusing.

12                    The exceptions are the responses to Allegation 8, Allegation 10, Allegation 46, and the many  
13 allegations that are clearly irrelevant because they address: (1) Petitioners' contentions regarding the  
14 settlement of earlier related cases that the Court has already resolved; or (2) pointless and irrelevant  
15 boilerplate allegations that are borderline unanswerable. The City provides additional argument and  
16 context for these.

17                    The City also notes that for Form Interrogatory 17.1 (addressing unadmitted RFAs), Petitioners  
18 repeated the argument from the Separate Statement from unadmitted RFA 35 for each other  
19 unadmitted RFA. This seems wasteful. The City respectfully submits one single argument and  
20 requests that the Court deem that argument made for all the unadmitted RFAs instead of providing a  
21 separate for each RFA.

22  
23                    **A.      Form Interrogatory No. 15.1.**

24  
25                    2.      Allegation No. 1:

26                    Allegation: "Plaintiff/Petitioner Hill RHF Housing Partners, L.P. ("Hill LP") is now, and has  
27 been at all times relevant to this action, a California limited partnership with its principal place of  
28

1 business in Los Angeles, California. Hill LP is a non-profit provider of housing and services to low-  
2 income seniors. Hill LP is the owner of real property located at 255 S. Hill Street, Los Angeles,  
3 California, which is referred to as "Angelus Plaza" and is within the boundaries of the Downtown  
4 Center Business Improvement District.

5 This replicates the allegations set forth in RFA 6, 8, and 15.

6  
7 3. Allegation No. 2.

8 Allegation: Plaintiff/Petitioner Hill Olive Housing Partners, L.P. ("Olive LP") is now, and has  
9 been at all times relevant to this action, a California limited partnership with its principal place of  
10 business in Los Angeles, California. Olive LP is a non-profit provider of housing and services to low-  
11 income seniors. Olive LP is the owner of real property located at 200 S. Olive Street, Los Angeles,  
12 California, which is referred to as "Angelus Plaza North" and is within the boundaries of the  
13 Downtown Center Business Improvement District.

14 This replicates the allegations set forth in RFA 7, 9, and 15.

15  
16 4. Allegation No. 3

17 Allegation: Both Angelus Plaza and Angelus Plaza North are among the properties operated by  
18 Retirement Housing Foundation ("RHF"), one of the nation's largest non-profit providers of housing  
19 and services for low-income seniors. As such, Angelus Plaza and Angelus Plaza North are exempt  
20 from property taxes and several other types of taxes, fees, and assessments.

21 This replicates the allegations set forth in RFA 6, 7, 8, 9, and 15.

22  
23 5. Allegation No. 4

24 Allegation: Defendant/Respondent the City of Los Angeles ("the City") is a "local agency" as  
25 defined by Streets and Highways Code §22530, a "local government" as defined by subdivision (b) of  
26 Section 1 of Article XIII C of the California Constitution, and an "agency" as defined by subdivision  
27 (a) of Section 2 of Article XIII D of the California Constitution. The City is a public  
28

1 agency required to comply with the applicable provisions of the law of the State of California,  
2 including the Constitution of the State of California and the Streets and Highways Code.

3 This replicates the allegations set forth in RFA 1.

4  
5 6. Allegation No. 5

6 Allegation: Defendant/Respondent the Downtown Center Business Improvement District  
7 ("DCBID" or "the District") is a special assessment district in the City of Los Angeles.

8 This replicates the allegations set forth in RFA 2 and 3.

9  
10 7. Allegation No. 6

11 Allegation: Defendant/Respondent the Downtown Center Business Improvement District  
12 Management Corporation ("the DCBID Management Corporation") is a California nonprofit  
13 corporation.

14 This replicates the allegations set forth in RFA 2 and 3.

15  
16 8. Allegation No. 7

17 Allegation: The true names and capacities of Defendants/Respondents Does 1 through 10,  
18 inclusive, are unknown to Plaintiffs/Petitioners, and Plaintiffs/Petitioners therefore sue these  
19 Defendants/Respondents by their fictitious names and capacities. Plaintiffs/Petitioners will amend this  
20 Petition and Complaint to allege these Defendants' /Respondents' true names and capacities when  
21 ascertained.

22 This does not require a response.

23  
24 9. Allegation No. 8

25 Allegation: Plaintiffs/Petitioners are informed and believe that at all times relevant to this  
26 Petition and Complaint, Defendants/Respondents the City, DCBID, the DCBID Management  
27 Corporation, and Does 1 through 10, inclusive, (collectively, "Defendants") were the agents, affiliates,  
28

1 subsidiaries, employees, co-conspirators, and/or alter egos of one or some of the remaining  
2 Defendants, and were at all times acting within the purpose and scope of such agency and employment,  
3 and each Defendant has ratified and approved the acts of its agent.

4 This appears remarkably irrelevant in a mandamus action to the creation of a Business  
5 Improvement District. The City does not believe this is at issue or will even be raised by Petitioners  
6 and frankly has no idea why this allegation was even made other than it is standard boilerplate in  
7 multi-party actions. This also appears remarkably objectionable as a discovery request.

8  
9 10. Allegation No. 9

10 Allegation: Venue is proper in this Court because the City, DCBID, and the DCBID  
11 Management Corporation are located in Los Angeles County, where the actions complained of  
12 occurred and will occur, and the primary business location for each.

13 This replicates virtually every RFA.

14  
15 11. Allegation No. 10

16 Allegation: Both Angelus Plaza and Angelus Plaza North are located within an R5-4D Zone,  
17 which permits multiple-family residential development based on a density of one dwelling per 200  
18 square feet of lot area and allows for uses permitted within an R4 Zone. The R5 Zone permits uses  
19 including, but not limited to, hotels, motels, hospitals, and skilled nursing care housing. The R4 Zone  
20 permits uses including, but not limited to, churches, schools, and museums.

21 This allegation is not reflected in the RFAs; however, Petitioners refused to address any  
22 individual allegations during the Meet and Confer process and so the City was never able to address  
23 this individually. It would have been abundantly unfair to require the City to provide in detail how  
24 each of these allegations was replicated in the RFAs before and during the meet and confer process. A  
25 hundred allegations, many of them completely irrelevant boilerplate, were at issue. The City identified  
26 those it thought were not duplicated and responded to those, leaving Petitioners with the far lesser  
27 burden of simply identifying the remaining allegations that were not fairly replicated in the RFAs. At  
28

1 the time it believed this allegation was duplicated by the many RFAs dealing with Petitioners'  
2 properties and their uses, but upon reconsideration now believes it was not.

3 Had Petitioners fulfilled their obligations and addressed these interrogatories individually, we  
4 would have resolved this during the meet and confer process; however, Petitioners treated every  
5 allegation the same during the meet and confer process. The City objected to this and asked Petitioners  
6 to deal with their concerns on a case-by-case basis, but Petitioners refused.

7 It appears that Petitioners intended to argue that their properties were zoned "exclusively  
8 residential" and so do not receive any special benefit from the DCBID by operation of Government  
9 Code § 36632(c). If Petitioners' properties do not receive a special benefit from the DCBID's services,  
10 the DCBID cannot make an assessment against those properties. In their discovery responses,  
11 however, Petitioners did not disclose that they would provide any extra-record evidence to dispute the  
12 findings in the Record that all assessed properties were not zoned "exclusively residential." Thus, it  
13 appears that this finding cannot be challenged and this allegation is now irrelevant. Should Petitioners  
14 wish to contest this finding, public records show that these properties are not zoned "exclusively  
15 residential."

16  
17 12. Allegation No. 11

18 Allegation: Together, Angelus Plaza and Angelus Plaza North, which are comprised of five  
19 high-rise towers, make up the largest affordable housing community for seniors in the United States.  
20 Angelus Plaza and Angelus Plaza North are home to approximately 1,300 low-income elderly residents  
21 (average age of 82) who meet affordability requirements established by the United States Department  
22 of Housing and Urban Development.

23 This replicates RFA 8, 9, 11, 13, 57, and 58.  
24

25 13. Allegation No. 12

26 Allegation: Angelus Plaza and Angelus Plaza North offer a variety of programs and services to  
27 their residents, including, but not limited to, assisted living, health care services, beauty services, and  
28

1 educational services. These services are designed to promote among the senior residents the  
2 importance of ongoing education, a healthy and active lifestyle, multi-cultural sharing, and  
3 intergenerational involvement. The properties also provide meeting rooms, a dining room, a meals-on-  
4 wheels site, a library, a classroom, an activity room, and a 250-seat auditorium.

5 This replicates the allegations set forth in RFA 8, 9, 11, 13, 57, and 58.

6  
7 14. Allegation No. 13

8 Allegation: Pursuant to a Regulatory Agreement and Declaration of Restrictive Covenants  
9 dated October 1, 2008, use of Angeles Plaza is restricted as a "qualified residential rental property."  
10 Angelus Plaza North is restricted in the same manner pursuant to a Regulatory Agreement and  
11 Declaration of Restrictive Covenants dated October 1, 2008.

12 This combines virtually verbatim RFA 11 and 13.

13  
14 15. Allegation No. 14

15 Allegation: In 2012, Plaintiffs opposed the establishment of DCBID for a five-year term  
16 commencing on January 1, 2013 and expiring on December 31, 2017, and demanded that  
17 Angelus Plaza and Angelus Plaza North be exempted from any and all DCBID assessments as  
18 qualified residential rental properties, owned by non-profit providers of low-income senior housing  
19 and services. When the City informed Plaintiffs that it would not exempt either Angelus Plaza or  
20 Angelus Plaza North from any assessments, Plaintiffs filed a lawsuit on July 18, 2012, Los Angeles  
21 Superior Court Case No. BS138416, challenging DCBID and DCBID's assessments both generally and  
22 as applied to Plaintiffs.

23 The first sentence is a virtually verbatim copy of RFA 14.

24  
25 17. Allegation No. 15

26 Allegation: To settle Case No. BS138416, Plaintiffs and the City entered into a settlement  
27 agreement in February 2013 ("Settlement Agreement"), arranging a method by which Plaintiffs are



1 reimbursed for any assessment amount paid to DCBID "for so long as the Plaintiffs remain the owners  
2 of these properties, and DC BID continues in its current formulation." The Settlement Agreement is  
3 attached hereto as Exhibit A and incorporated by reference.

4 This is a virtually verbatim copy of RFA 17.

5  
6 18. Allegation No. 17

7 Allegation: Plaintiffs have since received reimbursement checks from the City, pursuant to the  
8 Settlement Agreement.

9 This replicates the allegations set forth in RFA 17.

10  
11 19. Allegation No. 18

12 Allegation: In a letter dated January 1, 2017, attached hereto as Exhibit B and incorporated by  
13 reference, DCBID requested Plaintiffs to sign and submit a Petition to Renew DCBID in light of  
14 DCBID's "fourth five-year term" expiring on December 31, 2017.

15 This is a virtually verbatim copy of RFA 27.

16  
17 20. Allegation No. 19

18 Allegation: In 2017, Plaintiffs received a Notice of Public Hearing ("the Notice") with a  
19 mailing date of April 18, 2017. The Notice provided that the public hearing, to determine whether to  
20 establish DCBID for a new term and levy assessments, would take place on Tuesday, June 6, 2017.  
21 Included with the Notice was a summary of the Management District Plan, an assessment ballot, and a  
22 summary of the procedures for completion, return, and tabulation of the assessment ballots. The Notice  
23 instructed that completed ballots be received by the City Clerk prior to the close of the public hearing  
24 and provided that the City Clerk would tabulate the ballots at the conclusion of the public hearing. The  
25 Notice is attached hereto as Exhibit C and incorporated by reference.

26 This is a virtually verbatim copy of RFA 28, although RFA 28 does not list the contents of the  
27 mailing..



1  
2 21. Allegation No. 20

3 Allegation: Plaintiffs submitted ballots opposing the establishment of DCBID, which term is to  
4 be 10 years, commencing on January 1, 2018 and expiring on December 31, 2027. The opposing  
5 ballots are attached hereto as Exhibit D and incorporated by reference.

6 This is a virtually verbatim copy of RFA 30.  
7

8 22. Allegation No. 21

9 Allegation: The ballot tabulation results were announced on June 7, 2017, in favor of  
10 establishing DCBID, and the City Council adopted Ordinance No. 185006 ("the Ordinance") to  
11 establish DCBID and to levy an annual assessment on each property within the District. The  
12 Ordinance adopted, approved, and confirmed the Management District Plan and the Engineer's Report  
13 included in Council File No. 15-0241, both dated March 2017. The Ordinance, attached hereto as  
14 Exhibit E and incorporated by reference, was approved by the Mayor of Los Angeles on June 13, 2017.

15 This information is reflected in the ordinance, whose authenticity is admitted.  
16

17 23. Allegation No. 22

18 Allegation: In an email dated May 8, 2017, attached hereto as part of the chain attached as  
19 Exhibit F and incorporated by reference, Plaintiffs inquired as to the City's position as to whether the  
20 Settlement Agreement would continue to remain in effect or whether the City would be willing to enter  
21 into a new and similar agreement.

22 This is a virtually verbatim copy of RFA 31.  
23

24 24. Allegation No. 23

25 Allegation: In an email dated May 22, 2017, attached hereto as part of the chain attached as  
26 Exhibit F and incorporated by reference, the City provided, "We are still looking this over. It appears  
27  
28

1 that the management plan has substantial changes and so the settlement agreement would not apply,  
2 but we are still looking into the matter. I should know in a week or so."

3 This is a virtually verbatim copy of RFA 32.  
4

5 25. Allegation No. 24

6 Allegation: In an email dated June 26, 2017, attached hereto as part of the chain attached as  
7 Exhibit F and incorporated by reference, Plaintiffs again requested that the City either confirm the  
8 continued effectiveness of the Settlement Agreement or enter into a new agreement.

9 This is a virtually verbatim copy of RFA 33.  
10

11 26. Allegation No. 25

12 Allegation: In an email dated June 27, 2017, attached hereto as part of the chain attached as  
13 Exhibit F and incorporated by reference, the City provided as follows: "The new BID uses a different  
14 methodology, and so we don't believe it's using the same formulation as before. If your client wishes to  
15 contest the assessments it will have to file suit."

16 This is a virtually verbatim copy of RFA 34.  
17

18 27. Allegation No. 26

19 Allegation: Plaintiffs have exhausted all administrative remedies to avoid being subject to  
20 DCBID assessments.

21 This is a virtually verbatim copy of RFA 35.  
22

23 28. Allegation No. 27

24 Allegation 26 is more than a page long and contains eleven paragraphs and dozens of sentences  
25 and subclauses. Quoting it here would not clarify or assist in helping to analyze the discovery issues  
26 here. Essentially, it summarizes the findings and conclusions in the Engineer's Report.  
27  
28

1 The sentences and paragraphs in Allegation 26 were then paraphrased and/or copied verbatim  
2 in RFA 36-82.

3  
4 29. Allegation No. 28

5 Allegation: The Management District Plan, attached hereto as Exhibit Hand incorporated by  
6 reference, mirrors the contentions of the Engineer's Report and provides DCBID's governance  
7 procedure, and rules. Although not mentioned in the Engineer's Report, the Management District Plan  
8 provides that the "Treatment of Residential Housing" will be as follows: In accordance with Section  
9 36632(c) of the California Streets and Highways Code, properties zoned solely for residential or  
10 agriculture use are conclusively presumed not to receive a special benefit from the improvements and  
11 service provided through the assessments of the District and are not subject to any assessment pursuant  
12 to Section 36632(c). Therefore, properties zoned solely for residential or agricultural use within the  
13 boundaries of the district, if any, will not be assessed. The District does not contain any parcels that are  
14 zoned solely for residential use.

15 This is a virtually verbatim copy of RFA 72.  
16

17 30. Allegation No. 29

18 Allegation: The Management District Plan shows that DC BID includes the heart of the  
19 downtown Los Angeles commercial district, including several high-rise office buildings occupied by  
20 some of the nation's largest accounting firms, law firms, real estate and development companies,  
21 banks, investment companies, and other large corporations or commercial enterprises. In addition,  
22 DCBID includes the Staples Center, LA Live, the Los Angeles Convention Center, and several other  
23 large commercial centers. The vast majority of these are for-profit enterprises. The office buildings in  
24 downtown Los Angeles are owned by some of the largest real estate and business enterprises in the  
25 country.

26 This allegation combines virtually verbatim copies of RFA 73 and 74.  
27  
28

1           31. Allegation No. 30

2           Allegation: An actual controversy exists between Plaintiffs and Defendants as to whether  
3 DCBID, its assessments, and the January 1, 2015 amendments to the California Streets and Highways  
4 Code on which DCBID relies, both in general and as to Plaintiffs, are valid and comport with the  
5 applicable provisions of the Constitution of the State of California and the Streets & Highways Code.  
6 Plaintiffs contend that Defendants are attempting to assess and collect a property tax, which has not  
7 been approved by two-thirds of the electorate in conformity with the California Constitution.

8           These allegations are reflected in RFA 36-82.  
9

10          32. Allegation No. 31

11          Allegation: As a non-profit provider of housing and services to low-income seniors, all funds  
12 that are not assessed by DCBID will increase the total amount of funds available to Plaintiffs with  
13 which to provide services to the low-income senior residents of Angelus Plaza and Angelus Plaza  
14 North and to provide low-income housing to seniors.

15          These allegations are reflected in RFA 10-13 and 15.  
16

17          33. Allegation No. 32

18          Allegation: The requirements of the Constitution of the State of California and the Streets &  
19 Highways Code, which the instant Complaint seeks to enforce, constitute important rights affecting the  
20 public interest as defined under Code of Civil Procedure §1021.5.

21          These allegations are not reflected in another RFA, but are repeated virtually verbatim in  
22 Allegation 46 and elsewhere in the Petition.  
23

24          35. Allegation No. 34

25          Allegation: Section 4(a) of Article XIII D of the California Constitution provides, "Only special  
26 benefits are assessable, and an agency shall separate the general benefits from the special benefits  
27 conferred on a parcel." Article XIII D Section 2(i) defines "special benefit" as a "particular and distinct  
28

1 benefit over and above general benefits conferred on real property located in the district or to the  
2 public at large." Under this definition, both the public at large and the assessed District properties  
3 themselves may receive general benefits distinct from the special benefits conferred.

4 These allegations are reflected in RFA 36-82, although without the specific reference to the  
5 Constitution.

6  
7 36. Allegation No. 35

8 Allegation: Under Article XIII D Section 2(i), general enhancements of property value are  
9 conclusively deemed not to constitute a special benefit.

10 This is a virtually verbatim copy of RFA 47, although without the reference to the Constitution.

11  
12 37. Allegation No. 36

13 Allegation: In providing a "Legislative and Judicial Review" in Section A, the Engineer's  
14 Report cites three Court of Appeal cases pertaining to assessment districts' compliance with Article  
15 XIII D but fails to mention the seminal California Supreme Court case, *Silicon Valley Taxpayers'*  
16 *Assn., Inc. v. Santa Clara County Open Space Authority*, 44 Cal. 4th 431 (2008), which found that the  
17 benefit of enhanced economic conditions was not a special benefit, but rather a general benefit because  
18 all people in the district would broadly, generally, and directly benefit - and that as a result, all  
19 properties would receive a derivative, indirect benefit. The *Silicon Valley* Court further instructed that  
20 quality-of-life benefits to people living in, working in, and patronizing businesses in the district would  
21 benefit property in the district derivatively as general benefits. *Id.* at 454.

22 These allegations are reflected in RFA 36-82, although without the specific case citations.

23  
24 38. Allegation No. 37

25 Allegation: Although purporting to separate the special benefits from general benefits to be  
26 conferred from DCBID's improvements and services, the Engineer's Report as finally confirmed fails  
27 to fulfill the City's constitutional obligations.

1           These allegations are reflected in RFA 36-82, and in particular copies RFA 44 virtually  
2 verbatim.

3  
4           39. Allegation No. 38

5           Allegation: Prior to approving and adopting DCBID, the City was aware that both Angelus  
6 Plaza and Angelus Plaza North were restricted from being put toward anything other than residential  
7 use. In particular, the City had restricted the properties to be used exclusively for rental housing for  
8 low-income seniors. The Engineer's Report ignores this fundamental distinction, and measures special  
9 benefit to Angelus Plaza and Angelus Plaza North by square footage. Thus, based solely on their  
10 respective square footage, Angelus Plaza and Angelus Plaza North will assume more of the burden of  
11 the assessment than a ground-level eatery or restaurant, which would have far more to gain from  
12 marketing and economic development projects than would a low-income senior housing complex.

13           This allegation summarizes various California statutes and vaguely argues that the statutes  
14 either are unconstitutional, that "relying" on them (whatever that means) is unconstitutional, or that if  
15 the Engineer "relied" on them (whatever that means) her findings must violate the constitution.  
16 Quoting the allegation does not seem likely to assist the Court in this matter. Whatever Petitioners  
17 intended by this allegation, the substance of this allegation is reflected in RFA 36-82.

18  
19           40. Allegation No. 39

20           Allegation: Allegation 39 is half a page long and contains four paragraphs and a dozen  
21 sentences and subclauses. Quoting it here would not make clarify or assist in helping to analyze the  
22 discovery issues here. Essentially, it summarizes without must detail purported failures in the  
23 Engineer's Report. Much if it repeats the conclusory allegations in Allegation 26. The sentences and  
24 paragraphs in Allegation 39 were then paraphrased or copied verbatim in RFA 36-82.

25  
26           41. Allegation No. 40

27           Allegation: Prior to approving and adopting DCBID, the City was aware that both Angelus  
28

1 Plaza and Angelus Plaza North were restricted from being put toward anything other than residential  
2 use. In particular, the City had restricted the properties to be used exclusively for rental housing for  
3 low-income seniors. The Engineer's Report ignores this fundamental distinction, and measures special  
4 benefit to Angelus Plaza and Angelus Plaza North by square footage. Thus, based solely on their  
5 respective square footage, Angelus Plaza and Angelus Plaza North will assume more of the burden of  
6 the assessment than a ground-level eatery or restaurant, which would have far more to gain from  
7 marketing and economic development projects than would a low-income senior housing complex.

8 This replicates the allegations set forth in RFA 8, 9, 11, 13, 57, and 58.

9  
10 42. Allegation No. 41

11 Allegation: Although DCBID's assessments will include a certain amount to fund the  
12 management staff that will oversee the District's services, the Report fails to provide a benefit character  
13 analysis of the management services. For this reason, and the other foregoing reasons, the Report  
14 violates the requirement that special benefits and general benefits be separated and quantified.

15 This was separated into RFA 42 and 43, where it is repeated virtually verbatim.

16  
17 43. Allegation No. 42

18 Allegation: Plaintiffs are entitled to a Writ of Mandate commanding that Defendants modify  
19 DCBID to exempt Angelus Plaza and Angelus Plaza North from any and all DC BID assessments on  
20 the ground that Defendants failed to comply with Section 4(a) of Article XIII D of the California  
21 Constitution when forming DCBID because Defendants failed to separate special benefits from general  
22 benefits.

23 These allegations are reflected in RFA 36-82.

24  
25 44. Allegation No. 43

26 Allegation: Alternatively, Plaintiffs are entitled to a Declaration that DCBID is invalid as to  
27 Plaintiffs because Defendants failed to comply with Section 4(a) of Article XIII D of the



1 California Constitution when forming DCBID.

2 These allegations are reflected in RFA 36-82.

3  
4 45. Allegation No. 44

5 Allegation: Plaintiffs are entitled to a Declaration that DCBID is invalid in its entirety because  
6 Defendants failed to comply with Section 4(a) of Article XIII D of the California Constitution when  
7 forming DCBID because Defendants failed to separate special benefits from general benefits.

8 These allegations are reflected in RFA 36-82.

9  
10 46. Allegation No. 45

11 Allegation: Plaintiffs are entitled to an order enjoining Defendants from collecting assessments,  
12 fees, and/or special taxes associated with DCBID from Plaintiffs, or, alternatively, any property owner  
13 to be assessed under DCBID, on the ground that Defendants failed to comply with Section 4(a) of  
14 Article XIII D of the California Constitution when forming DCBID because it failed to separate special  
15 benefits from general benefits.

16 These allegations are reflected in RFA 36-82.

17  
18 47. Allegation No. 46

19 Allegation: Plaintiffs are entitled to attorney's fees pursuant to Code of Civil Procedure §  
20 1021.5 because the requirements of Article XIII D of the California Constitution, which the instant  
21 Complaint seeks to enforce, constitute important rights affecting the public interest under Code of  
22 Civil Procedure §1021.5.

23 Here, the City did not object that this allegation was duplicated in the RFA. The City,  
24 however, has nothing further to provide here, as the City shows in its Opposition to the Motion to  
25 Compel. The City provided all of the facts, witnesses, and documents on which it relies. Nothing  
26 further can be compelled.

1 48. Allegation No. 47

2 Allegation: Plaintiffs hereby repeat and reallege Paragraphs 1 through 46 of this Complaint as  
3 though set forth in full at this point.

4 This does not require any response. The City does not understand why Petitioners are seeking  
5 "further responses" here.

6  
7 49. Allegation No. 48

8 Allegation: Section 4(a) of Article XIII D of the California Constitution also provides, "No  
9 assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional  
10 special benefit conferred on that parcel."

11 These allegations is reflected in RFA 44, although the Constitution is not specifically cited.

12  
13 50. Allegation No. 49

14 Allegation: In relying on unconstitutional January 1, 2015 amendments to the Streets and  
15 Highways Code, the Engineer's Report incorrectly defines "general benefit" and provides a flawed  
16 general benefit analysis to support its contention that each District property will only be assessed an  
17 amount proportional to the special benefits conferred to that property.

18 These allegations are reflected in RFA 36-82 and in other allegations in the Petition.

19  
20 51. Allegation No. 50

21 Allegation 50 is half a page long and contains three paragraphs and a dozen sentences and  
22 subclauses. Quoting it here would not make clarify or assist in helping to analyze the discovery issues  
23 here. Essentially, it summarizes without must detail purported failures in the Engineer's Report.  
24 Much if it repeats the conclusory allegations in Allegation 26. The sentences and paragraphs in  
25 Allegation 39 were then paraphrased or copied verbatim in RFA 36-82.

26 These allegations are reflected in RFA 36-82.

1 52. Allegation No. 51

2 Allegation: DCBID fails to rely on solid, credible evidence in quantifying special benefits.

3 This allegation repeats RFA 69 virtually verbatim.

4  
5 53. Allegation No. 52

6 Allegation: The City's failure to recognize and account for the general benefits accruing from  
7 DCBID's services violates Section 4(a) of Article XIII D of the California Constitution because it  
8 results in the value of general benefits, rather than only special benefits, being improperly assessed to  
9 parcels within the district.

10 These allegations are reflected in RFA 36-82, although without the specific citation to the  
11 Constitution, in particular in RFA 42, 43 and 44.

12  
13 54. Allegation No. 53

14 Allegation: Plaintiffs are entitled to a Writ of Mandate commanding that Defendants modify  
15 DCBID to exempt Angelus Plaza and Angelus Plaza North from any and all DCBID assessments on  
16 the ground that the City failed to comply with Section 4(a) of Article XIII D of the California  
17 Constitution when forming DCBID because DCBID's assessments are not proportional to the special  
18 benefit conferred.

19 These allegations are reflected in RFA 36-82.

20  
21 55. Allegation No. 54

22 Allegation: Alternatively, Plaintiffs are entitled to a Declaration that DCBID is invalid as to  
23 Plaintiffs because Defendants failed to comply with Section 4(a) of Article XIII D of the California  
24 Constitution when forming DCBID.

25 These allegations are reflected in RFA 36-82.

26  
27 56. Allegation No. 55

1 Allegation: Plaintiffs are entitled to a Declaration that DCBID is invalid in its entirety because  
2 Defendants failed to comply with Section 4(a) of Article XIII D of the California Constitution when  
3 forming DCBID because DCBID's assessments are not proportional to the special benefit conferred.

4 These allegations are reflected in RFA 36-82.

5  
6 57. Allegation No. 56

7 Allegation: Plaintiffs are entitled to an order enjoining Defendants from collecting assessments,  
8 fees, and/or special taxes associated with DCBID from Plaintiffs, or, alternatively, any property owner  
9 to be assessed under DCBID, on the ground that Defendants failed to comply with Section 4(a) of  
10 Article XIII D of the California Constitution when establishing DCBID and levying assessments which  
11 are not proportional to the special benefit conferred.

12 These allegations are reflected in RFA 36-82.

13  
14 58. Allegation No. 57

15 Allegation: Plaintiffs are entitled to attorney's fees pursuant to Code of Civil Procedure  
16 § 1021.5 because the requirements of Article XIII D of the California Constitution, which the instant  
17 Complaint seeks to enforce, constitute important rights affecting the public interest under  
18 Code of Civil Procedure §1021.5.

19 These allegations are reflected in Allegation 46 and elsewhere in the Petition, although not in  
20 the RFA.

21  
22 59. Allegation No. 58

23 Allegation: Plaintiffs hereby repeat and reallege Paragraphs 1 through 57 of this Complaint as  
24 though set forth in full at this point.

25 This allegation does not require a response, and again the City has no idea what Petitioners are  
26 seeking to compel here.

1           60. Allegation No. 59

2           Allegation: Under California Streets and Highways Code §36632(a), "the assessments levied on  
3 real property pursuant to this part shall be levied on the basis of the estimated benefit to the real  
4 property within the property and business improvement district."

5           These allegations are reflected in RFA 36-82.  
6

7           61. Allegation No. 60

8           Allegation: Under California Streets and Highways Code §36632(a), "properties zoned solely  
9 for residential use [] are conclusively presumed not to benefit from the improvements and services  
10 funded through these assessments, and shall not be subject to any assessment pursuant to this part."

11          These allegations are reflected in RFA 36-82.  
12

13          62. Allegation No. 61

14          Allegation: DCBID, as approved and adopted by the City, fails to levy assessments based on  
15 the estimated benefit of the services of DCBID to Angelus Plaza and/or Angelus Plaza North.

16          These allegations are reflected in RFA 36-82.  
17

18          63. Allegation No. 62

19          Allegation: Prior to approving and adopting DCBID, the City was aware that both Angelus  
20 Plaza and Angelus Plaza North were restricted by the City from being put toward anything other than  
21 residential use. In particular, the City had restricted the properties to be used exclusively for rental  
22 housing for low-income seniors.

23          This is reflected in RFA 8, 9, 11, 13, 57, and 58.  
24

25          64. Allegation No. 63

26          Allegation: The Engineer's Report fails to provide how DCBID's improvements and services  
27 will confer special benefit to properties which are restricted in use as rental housing for low income  
28

1 seniors. In fact, these issues were never even analyzed by the City. Thus Defendants fail to limit the  
2 assessments to proportional special benefit.

3 These allegations are reflected in RFA 36-82.

4  
5 65. Allegation No. 64

6 Allegation: As to Angelus Plaza and Angelus Plaza North, Defendants failed to comply with  
7 the requirement of Streets and Highways Code §36632(a) to levy assessment based on the estimated  
8 benefit that these properties would receive from DCBID services and improvements.

9 These allegations are reflected in RFA 36-82.

10  
11 66. Allegation No. 65

12 Allegation: Plaintiffs are entitled to a Writ of Mandate commanding that Defendants modify  
13 DCBID to exempt Angelus Plaza and Angelus Plaza North from any and all DCBID assessments on  
14 the ground that Defendants failed to comply with the requirements of Streets and Highways Code  
15 §36632(a) to levy assessments against Angelus Plaza and Angelus Plaza North based on the estimated  
16 benefit that these residential properties would receive from DCBID services and improvements.

17 These allegations are reflected in RFA 36-82.

18  
19 67. Allegation No. 66

20 Allegation: Plaintiffs are entitled to a Declaration that Defendants failed to comply with the  
21 requirements of Streets and Highways Code §36632(a) to levy assessments against Angelus Plaza and  
22 Angelus Plaza North based on the estimated benefit that these residential properties would receive  
23 from DCBID services and improvements.

24 These allegations are reflected in RFA 36-82.

25  
26 68. Allegation No. 67

1 Allegation: Plaintiffs are entitled to an order enjoining Defendants from collecting assessments,  
2 fees, and/or special taxes associated with DCBID from Plaintiffs, or any other property owner to be  
3 assessed under DCBID, on the ground that Defendants failed to comply with the requirements of  
4 Streets and Highways Code §36632(a) to levy assessments against Angelus Plaza and Angelus Plaza  
5 North based on the estimated benefit that these residential properties would receive from DCBID  
6 services and improvements.

7 These allegations are reflected in RFA 36-82.

8  
9 69. Allegation No. 68

10 Allegation: Plaintiffs are entitled to attorney's fees pursuant to Code of Civil Procedure §  
11 1021.5 because the requirements of Article XIII D of the California Constitution and the Streets and  
12 Highways Code, which the instant Complaint seeks to enforce, constitute important rights affecting the  
13 public interest under Code of Civil Procedure § 1021.5.

14 These allegations are reflected in Allegation 46 and elsewhere in the Petition, although not in  
15 the RFA.

16  
17 70. Allegation No. 69

18 This allegation does not require a response and, again, it is a mystery what Petitioners seek to  
19 compel here.

20  
21 71. Allegation No. 70

22 This allegations is completely irrelevant, as the matter was disposed of when Petitioners moved  
23 to enforce this judgment.

24  
25 72. Allegation No. 71

26 This allegations is completely irrelevant, as the matter was disposed of when Petitioners moved  
27 to enforce this judgment.



1  
2 73. Allegation No. 72

3 This allegations is completely irrelevant, as the matter was disposed of when Petitioners moved  
4 to enforce this judgment.  
5

6 74. Allegation No. 73

7 This allegations is completely irrelevant, as the matter was disposed of when Petitioners moved  
8 to enforce this judgment.  
9

10 75. Allegation No. 74

11 This allegations is completely irrelevant, as the matter was disposed of when Petitioners moved  
12 to enforce this judgment.  
13

14 76. Allegation No. 75

15 This allegations is completely irrelevant, as the matter was disposed of when Petitioners moved  
16 to enforce this judgment.  
17

18 78. Allegation No. 77

19 This allegations is completely irrelevant, as the matter was disposed of when Petitioners moved  
20 to enforce this judgment.  
21

22 79. Allegation No. 78

23 This allegations is completely irrelevant, as the matter was disposed of when Petitioners moved  
24 to enforce this judgment.  
25

26 80. Allegation No. 79  
27  
28

1 This allegations is completely irrelevant, as the matter was disposed of when Petitioners moved  
2 to enforce this judgment.

3  
4 81. Allegation No. 80

5 This allegations is completely irrelevant, as the matter was disposed of when Petitioners moved  
6 to enforce this judgment.

7  
8 82. Allegation No. 81

9 Allegation: Plaintiffs hereby repeat and reallege Paragraphs 1 through 80 of this Complaint as  
10 though set forth in full at this point.

11 Yet again the City has no idea why Petitioners seek to compel further responses here.

12  
13 83. Allegation No. 82

14 Allegation: As qualifying charitable non-profit organizations under Revenue & Taxation Code  
15 §214 and 26 U.S.C. §501, Plaintiffs are exempt from property taxes and certain fees and assessments.

16 This replicates the allegations set forth in RFA 8, 9, 11, 13, 57, and 58.

17  
18 84. Allegation No. 83

19 Allegation: Plaintiffs are actually using Angelus Plaza and Angelus Plaza North in a manner  
20 consistent with their status as charitable non-profit entities providing housing and services to low-  
21 income seniors.

22 This replicates the allegations set forth in RFA 8, 9, 11, 13, 57, and 58.

23  
24 85. Allegation No. 84

25 Allegation: Despite Plaintiffs' tax exempt status, the City has adopted DCBID, which seeks to  
26 assess, levy and collect property taxes, assessments, and other taxes and fees against Plaintiffs in  
27 violation of their tax exempt status.

1 This replicates the allegations set forth in RFA 8, 9, 11, 13, 57, and 58.

2  
3 86. Allegation No. 85

4 Allegation: Plaintiffs are entitled to a Writ of Mandate commanding Defendants to modify  
5 DCBID to exempt Angelus Plaza and Angelus Plaza North from any and all DCBID taxes, fees, or  
6 assessments due to Plaintiffs' tax exempt status.

7 This replicates the allegations set forth in RFA 8, 9, 11, 13, 57, and 58.

8  
9 87. Allegation No. 86

10 Allegation: Plaintiffs are entitled to a Declaration that Angelus Plaza and Angelus Plaza  
11 North are exempt from any and all DCBID taxes, fees, or assessments due to Plaintiffs' tax exempt  
12 status.

13 This replicates the allegations set forth in RFA 8, 9, 11, 13, 57, and 58.

14  
15 88. Allegation No. 87

16 Allegation: Plaintiffs are entitled to an order enjoining Defendants from collecting assessments,  
17 fees, and/or special taxes associated with DCBID from Plaintiffs because Angelus Plaza and Angelus  
18 Plaza North are exempt from any and all DCBID taxes, fees, or assessments due to Plaintiffs' tax  
19 exempt status.

20 This replicates the allegations set forth in RFA 8, 9, 11, 13, 57, and 58.

21  
22 89. Allegation No. 88

23 These allegations are reflected in Allegation 46 and elsewhere in the Petition, although not in  
24 the RFA.

25  
26 90, 91, 92, 93, and 95.

These all address the City's affirmative defenses. The City provided all of the responsive information it had and has nothing further to provide. The City has no idea what Petitioners seek here.

**B. Form Interrogatory No. 17.1.**

The City respectfully believes the Court will not be assisted by a separate statement for each RFA at issue, as Petitioner made exactly the same argument for each. Indeed, except for No. 35 Petitioners' entire argument is "See Argument to . . . No. 35." Therefore, the City will simply address this argument once and respectfully asks the Court to deem that the City makes the same response for each RFA at issue.

First, the City notes that Petitioners utterly fail to show any tendency or reason to believe that these interrogatories will lead to discoverable information. Here we are discussing Petitioners Interrogatories, and Petitioners must show that the Interrogatories, not the RFAs on which they are based, can provide discoverable information. Thus, RFA 35 sought an admission that Petitioners had exhausted administrative remedies, purportedly an issue that Petitioners seek to narrow through discovery. (*See* Petitioners' Separate Statement at Page 40, ll. 20-24.) But regardless of whether the RFA fulfills that purpose, this interrogatory seeks evidence, the "facts," "witnesses," and "documents" relating to that issue. Exhaustion of remedies is clearly at issue as the City denied the RFA.

But the Administrative Record, which Petitioners already have, completely resolves this issue. Whether Petitioners exhausted administrative remedies depends on, and **only on**, that record. There are literally no other “facts” that could show that Petitioners exhausted administrative remedies. Either the Record shows that Petitioners exhausted such remedies, or it does not. Either way, this Interrogatory cannot narrow any issue, help evaluate “contentions,” or prepare for trial. All it can provide is what Petitioners already know: the Record shows whether Petitioners exhausted administrative remedies. Petitioners can freely evaluate any “contention” or “issue” here and has all they need to “prepare for trial” or “evaluate settlement.”

1 Thus, here Petitioners must defend this Interrogatory, which seeks “facts” and “documents” and  
2 “witnesses,” i.e., **actual evidence**, not the RFA itself which purportedly seeks to narrow issues for  
3 trial. Thus, Petitioners must at least make a cursory showing that this Interrogatory has some tendency  
4 or reason to lead to discoverable evidence – here, extra-record evidence, as set forth in *Fairfield*. And  
5 they cannot, as the only admissible evidence is the Record, which Petitioners already have. Under  
6 *Fairfield* discovery is not allowed except to locate extra-record evidence and Petitioners fail to even  
7 seek such evidence here. Nothing further can be compelled.

8 Just so with the other RFAs. Petitioners fail to provide anything other than their general  
9 arguments that discovery is “broad” and can “narrow issues.” But again we are dealing with the  
10 Interrogatories, not the RFAs. The City denied the RFAs, and so these matters are at issue. All these  
11 Interrogatories could locate is actual evidence: “facts,” “documents,” and “witnesses.” Petitioners fail  
12 to make any argument that these interrogatories are reasonably likely to locate admissible extra-record  
13 evidence. Here, Petitioners must show that some admissible evidence other than the Record could  
14 possibly be found and utterly fail. Petitioners fail to even argue that these requests could lead to extra-  
15 record evidence and indeed now only ask for summaries of documents already in the Record. These  
16 requests are thus prohibited by *Fairfield*, which allows discovery only to locate admissible extra-record  
17 evidence.

18 Ironically, the City sees one area that might require extra-record evidence: zoning of properties  
19 in the DCBID. The Record shows that no assessments are made against properties zoned exclusively  
20 for residential use. Petitioners only propounded RFAs regarding the actual use of their properties, not  
21 its zoning. (See, e.g., RFA 15 addressing the “residential, rather than commercial use” of their  
22 properties). It appears from their responses to the City’s discovery that Petitioners concede that their  
23 properties are not zoned “exclusively for residential use,” however, as they do not intend to introduce  
24 any evidence to challenge the findings in the Record that the DCBID will only make assessments  
25 against properties that are not zoned “exclusively for residential use.” As Petitioners’ properties are in  
26 zones that allow for commercial uses of property, this seems prudent and the issue appears moot.

1 Petitioners' intentions at trial, however, are unclear. They may challenge the Record's  
2 findings and argue that their properties are zoned solely for residential use and so should not be  
3 assessed by the DCBID. If Petitioners should make this argument the City would rely on matters of  
4 public record (specifically, the ZIMAS website equally available to Petitioners and the City) to  
5 substantiate the Record's findings. Per ZIMAS, Petitioner's Properties are zoned C2/R4, and R5-4D.  
6 Should this be an issue, the City would introduce that evidence as needed. Under *Tiburon* (cited in the  
7 City's Opposition) this evidence would be admissible, if needed.

8 This is something that could have been easily resolved had Petitioners bothered to meet and  
9 confer in good faith. Petitioners could have focused on the discovery issues that actually mattered and  
10 were relevant (such as extra-record evidence, matters not raised by or in the Record, and similar  
11 items). Instead, Petitioners quibbled over whether the City had provided "facts" when denying RFA  
12 that clearly referred solely to documents and similar pointless technicalities and argued that the City  
13 could admit things the City felt it could not. The City addressed the failure of the meet and confer  
14 process in its Opposition, and notes here only that Petitioners' discovery concerns are entirely of their  
15 own making.

16 As for those technical quibbles, Petitioners do not appear to have any material grievances.  
17 Petitioners' technical arguments and objections ignore the practical and reasonable implications of  
18 their discovery requests and so have little merit.

19 Thus, Petitioners argue that "the Form Interrogatories do not necessitate a compilation,  
20 abstract, audit, or summary of all of the documents which the City references." But almost all of the  
21 RFAs are, themselves, **summaries of documents**. (See, e.g., RFA 59: "Admit that Angelus Plaza  
22 and Angelus Plaza North, which provide low-income housing to seniors and do not lease space at  
23 market value, are not analyzed in the Engineer's Report any differently from other residential or  
24 mixed-residential properties.")<sup>1</sup> This summarizes the Engineer's Report (incorrectly, in the City's  
25

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26 <sup>1</sup> Some of the RFAs **literally** ask the City to admit to summaries of documents. (See, e.g., RFA 29:  
27 "Admit that the Notice of Public Hearing included a **summary** of the Management District Plan, an  
28

1 opinion). Any “fact” refuting that RFA state something to the effect of, “The Report does analyze  
2 these properties differently.” That is also a summary of the Report (apparently incorrectly, in  
3 Petitioners’ opinion.)

4 Possibly Petitioners mean to argue that these RFAs (and any response) do not summarize “all”  
5 of a document (in other words, the RFAs only summarize “part” of a document) and so the City’s  
6 response would not be a “summary” of an entire “document.” This seems unlikely, however, as then  
7 Section 2030.230 would never apply to any interrogatory response. By definition a summary does not  
8 summarize all of a document. If it did it would simply be the document. If one asked a whether a  
9 check reflected a \$1,000 payment, it would be a “summary” of the check to say it does, even though  
10 that “summary” does not also reflect the payee, the payer, the date, and so on. Consequently, the City  
11 doubts Petitioners meant this.

12  
13 Alternatively Petitioners could mean to argue that the RFAs only summarize or refer to a few  
14 documents and so the City need not summarize “all” of the documents at issue. But then the response  
15 would still require a “summary,” just of fewer documents. Section 2030.230 would still apply just as  
16 forcefully.

17 Finally, Petitioners argue that the City fails to “specify” a document by broadly referring to  
18 several documents. But the City clearly specified documents. It literally specified 11 documents.  
19 Possibly Petitioners mean to argue the City should have specified fewer documents. The City offered  
20 to be more specific during the meet and confer process, but Petitioners never demanded it and dropped  
21 this issue. It is too late for Petitioners to reopen this locked and barred door. Moreover, most of the  
22 requests ask generally about the record and many of the documents cross-reference each other and the  
23 City in good faith relied on all of them in formulating its response.

24  
25  
26 assessment ballot, and a **summary** of the procedures for completion, return, and tabulation of the  
27 assessment ballots.”).



1 Otherwise, Petitioners argue that “the City failed to reference [Section 2030.230].” But the  
2 Code requires substantial, not literal, compliance. The City clearly was referring Petitioners to  
3 documents, and Petitioners clearly understood. Petitioners either never raised this issue during the  
4 meet and confer process or dropped it altogether, and cannot raise it now. In any event, a “further  
5 response” on this basis would be moot, as Petitioners know that the City was relying on Section  
6 2030.230.

7 The City, quite frankly, has no idea what Petitioners want here. Petitioners are quibbling over  
8 meaningless technicalities that provide no insight to the Court or to them. Whether the City amends its  
9 responses to explicitly refer to Section 2030.230 helps no one, nor does referring to eleven, seven,  
10 four, or only one documents from the Record.

11  
12 Dated: May 30, 2018

Respectfully submitted,

13 MICHAEL N. FEUER, City Attorney (SBN 111529)  
14 BEVERLY A. COOK, Assistant City Attorney (SBN 68312)  
15 DANIEL M. WHITLEY, Deputy City Attorney (SBN 175146)

16 By

  
17 **DANIEL M. WHITLEY**

*Attorneys for the City of Los Angeles*  
18

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**PROOF OF SERVICE**

I, Cynthia Marchena, declare as follows: I am employed in the County of Los Angeles, California. I am over the age of 18 and not a party to the within action. My business address is 200 N. Main St., Rm. 920 C.H.E., and Los Angeles, California 90012.

On May 30, 2018, I served the foregoing document described as **RESPONDENT CITY OF LOS ANGELES'S SEPARATE STATEMENT IN OPPOSITION TO MOTION TO COMPEL FURTHER RESPONSES TO RHF'S FORM INTERROGATORIES**, on the interested parties in this action by placing a ☒ true copy ☐ original copy thereof enclosed in a sealed envelope addressed as follows:

Timothy D. Reuben, Esq.  
REUBEN RAUCHER & BLUM  
12400 Wilshire Blvd., Ste. 800  
Los Angeles, CA 90025

Michael G. Colantuono, Esq.  
Holly O. Whatley, Esq.  
Pamela K. Graham, Esq.  
Colantuono, Highsmith & Whatley, PC  
790 East Colorado Blvd., Ste. 850  
Pasadena, CA 91101

Stephen Raucher, Esq.  
Email address: [sraucher@rrbattorneys.com](mailto:sraucher@rrbattorneys.com)

Pamela K. Graham, Esq.  
Email address: [pgraham@chwlaw.us](mailto:pgraham@chwlaw.us)

☒ **MAIL** - I caused such envelope to be deposited in the United States mail at Los Angeles, California, with first class postage thereon fully prepaid. I am readily familiar with the business practice for collection and processing of correspondence for mailing. Under that practice, it is deposited with the United States Postal Service on that same day, at Los Angeles, California, in the ordinary course of business. I caused such envelope to be deposited in the mail at Los Angeles, California, with first class postage thereon fully prepaid.

☒ **E-MAIL TRANSMISSION** - I caused such document to be transmitted in a PDF format to the offices of the addressee via e-mail on the date specified above.

☐ **Federal** - I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

☒ **State** - I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 30, 2018, at Los Angeles, California.

  
Cynthia Marchena